

CITY OF BOSTON OFF THE RECORD PROPOSAL

MEMORANDUM OF AGREEMENT

Between the
CITY OF BOSTON

and

AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, COUNCIL 93

Dated: January 11, 2024

In Successor Contract Negotiations

The City of Boston's (City) off-the-record proposal must be accepted as a whole. That is, each term of this proposal is subject to agreement on the entire package. In making its proposals, the City is not waiving any rights it has to implement any or all of the proposals contained herein. Moreover, this off-the-record proposal is without prejudice to the City's position at main table negotiations with the Union. This memorandum shall remain off the record for all purposes until it is ratified by the Union membership, approved by the Mayor, and funded by the City Council.

This Memorandum of Agreement (MOA) is made pursuant to Chapter 150E of the General Laws by and between the City, and American Federation of State, County & Municipal Employees, AFL-CIO, Council 93, (AFSCME or Union).

On Jan. 17, the parties reached a tentative agreement subject to ratification by the Union and approval by the Mayor and Boston City Council of the July 1, 2023 through June 30, 2026 agreement. This three (3) year agreement is the product of successor collective bargaining to the July 1, 2020 to June 30, 2023 agreement between the City and the Union. This MOA is effective from July 1, 2023, through June 30, 2026.

1. ARTICLE 20 - COMPENSATION

Amend Section 1A. as follows:

Effective the start of First Pay Period (FPP) following the below dates, increase the salary as follows:

October 2023	2%
October 2024	2%
October 2025	2%

Effective the start of FPP following the below dates, add to annual base wages as follows:

January 2024	\$500.00
January 2025	\$250.00
January 2026	<u>\$900.00</u>

Effective the FPP in October, 2018, a new Step 10 will be created, which will be 1% greater than the then existing Step 9.

Effective the FPP in October, 2019, a new Step 11 will be created, which will be 1% greater than the then existing Step 10. (To advance a step an employee must have been in the prior step for a full year).

~~Retroactive pay shall be limited to employees of the City on the date that the Union ratifies this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Memorandum shall not be eligible for retroactive pay. The City will compensate employees within ninety (90) calendar days from the date the City Council approves the funding of this agreement.~~

Retroactive pay, if any, shall be limited to employees of the City on the date of City Council funding. Employees who separated from employment for any reason prior to City Council funding shall not be eligible for retroactive pay, except for employees who retired after, but not including on, June 30, 2023.

If state aid revenue decreases compared to the prior fiscal year at any point during fiscal year 2026 only, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will be paid to employees prior to the expiration of the agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on July 1, 2027.

~~Section 1A. In recognition for the hard work during the COVID-19 pandemic, bargaining unit members employed on the date this Memorandum of Agreement is funded by the City Council shall receive a one-time lump sum payment of one thousand Dollars (\$1,000.00), minus standard deductions, effectuated within ninety days from City Council funding.~~

2. ARTICLE 1 - PERSONS COVERED BY THIS AGREEMENT

Add Section 3 as follows:

Section 3. In accordance with the certification of the Massachusetts Department of Labor Relations, Case No. WMAM-23-9787, the City recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, of all full-time and regular part-time employees in the 311 Constituent Services Call Center, including call takers and staff assistants,

but excluding all seasonal, security, managerial, confidential, casual and other employees employed by the City of Boston.

3. ARTICLE 3 - PAYROLL DEDUCTION OF UNION DUES AND FEES

If all other civilian bargaining units agree to this then AFSCME will.

Amend Article 3 as follows:

Section 1. In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor, January 17, 1951, union dues or fees shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization of payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within ten (10) working days of the end of the pay period.

Section 2. The Union agrees to indemnify the City for damages or other financial loss, which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

4. ARTICLE 6 - DISCIPLINE AND DISCHARGE

Amend Section 1 as follows:

Section 1. No employee who has completed six (6) months of actual work shall be disciplined, suspended, or discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee ~~is not paid~~ does not work (including as little as one (1) hour) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked six (6) months. Any employee's probationary period may be extended at the discretion of the City up to a maximum of sixty (60) calendar days. The employee and the Union will be notified in writing of the length and reason for extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new six (6) month probationary period, except in cases of recall or reinstatement.

Amend Section 5 as follows:

Section 5. Records of written and oral warnings after the ratification of this agreement shall be removed from the employee's personnel file after ~~twelve (12)~~ twenty-four (24) months from the date of the last disciplinary action so long as there has been no further disciplinary action during the ~~twelve (12)~~ twenty-four (24) month period. Written and oral warnings may be grieved through Step 3 of the grievance procedure, but such grievances are not subject to arbitration.

5. ARTICLE 10 - HOURS OF WORK AND OVERTIME

Amend Section 4 as follows:

~~Employees shall not accept compensatory time off in lieu of monetary compensation for overtime work.~~

Section 4. Compensatory Time. All authorized overtime service in excess of an employee's regular full-time workday or work week shall be compensated with compensatory time or overtime payment on a time and one-half basis. Approval of compensatory time is at the sole discretion of the Appointing Authority. No employee shall accrue more than 40 hours of accrued compensatory time.

The Appointing Authority's denial of a request for and to accrue compensatory time in lieu of overtime shall not be subject to the grievance and arbitration procedure.

An employee must give the Department 48 hours notice in writing prior to any use of compensatory time off. The use of compensatory time shall be subject to the operating needs of the department and shall not be unreasonably denied.

Overtime that is offered to the bargaining unit members in a manner defined as compensatory time only that is not accepted by any member of the bargaining unit may be offered again as time and one half or double time compensation to the members of the bargaining unit. If no member of the bargaining unit accepts the overtime for compensation, the Department may seek to fill the overtime work with non-bargaining unit members.

Amend Section 5 as follows:

Section 5. Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place, either electronically or physically, and kept up to date, by the City. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Add Section 14 as follows:

Section 14. Four-Day Workweek.

- A. At the discretion of the Department Head on a case-by-case basis and subject to the operational needs of the Department, employees may request the option of a four (4) day workweek. A four (4) day workweek shall consist of either thirty-five (35) or forty (40) hours per week, of either eight hours and forty-five minutes (8.75 hours) or ten (10) hours per day.
- B. Employees on an approved hybrid work schedule are not eligible for a four-day workweek.

- C. Seniority in the title and job series will be the determining factor if there is more than one (1) interested and eligible employee. Seniority shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service.
- D. The parties agree that any employee granted approval to work a four (4) day workweek in accordance with this Section will be required to work the core hours as determined by the Department Head and/or designee, on their four (4) work days. Employees may only switch their regularly scheduled day off with the express written permission by their direct Manager/Supervisor. In addition, employees are provided with an unpaid lunch period, which must be taken during the work day and cannot be used to decrease the amount of time an employee spends at work. Meal and/or break periods cannot be used to shorten the employee's work day, without the prior written authorization of a supervisor or manager.
- E. The parties agree that employees on a four (4) day workweek shall not be eligible for overtime until and unless all prerequisites regarding overtime eligibility apply as per Article 10.
- F. The parties further agree that the Department's authorization for a four (4) day workweek is subject, in each individual case, to the operating needs of the Department, and that such authorization can be withdrawn by the Department at any time and for any reason. The Department agrees to provide an affected employee with fourteen (14) calendar days' notice prior to revoking or modifying authorization for a four (4) day workweek. The fourteen (14) calendar day notice period may be shortened or extended by mutual agreement of the employee/union and the Department. The Department Head's decision to grant, deny, modify or revoke an employee's four-day workweek will be binding, and is neither grievable nor arbitrable and is not subject to the grievance and arbitration procedure listed in Article 7.
- G. The parties further agree that all leave benefits referenced in the collective bargaining agreement as "days" or "work days" will be converted to hours, based on the appropriate work week of 35 or 40 hours, for all employees on an approved four (4) day workweek. In doing so, the parties acknowledge that no employee is subject to any loss nor should realize any gain in contractual benefits as a result of the change in calculation from days to hours. For example, pursuant to Article 15, Section 8, 40 hour per week employees on a four-day workweek receive three (3) paid personal leave days, which is the equivalent of 24 hours and 35 hour per week employees on a four-day workweek receive three (3) paid personal leave days, which is the equivalent of 21 hours.
- H. Further, to receive full pay for a holiday as enumerated in Article 12, a four-day workweek employee must supplement with their accrued personal or vacation time or work the remaining hours within the same workweek to account for a full workweek.

For example, for a (40) hour a week employee, when a holiday falls on their scheduled workday:

- The employee will only be scheduled to work their remaining three (3) days that week.
- The employee will receive holiday pay in the amount of eight (8) hours.
- The employee will work the remaining hours within the same workweek to account for a full workweek, or must supplement with their accrued personal or vacation time to account for a full workweek.

For a (40) hour a week employee, when a holiday falls on a day when an employee is not scheduled to work:

- The Department Head shall grant an alternative day off, in lieu of holiday, during the same pay period in which the holiday falls. On that day, the employee will be compensated for eight (8) hours of holiday pay. The employee will work the remaining hours within the same workweek to account for a full workweek, or must supplement with their accrued personal or vacation time to account for a full workweek.

Add Section 15 as follows:

Section 15. Voluntary/Involuntary Overtime.

In the event that there are insufficient volunteers for overtime assignments, the Department shall utilize all reasonable avenues of seeking voluntary overtime. If after all eligible bargaining unit members have been offered overtime and refuse to work, the Department may seek to fill the overtime work with non-bargaining unit members.

6. ARTICLE 13 - VACATION LEAVE

Amend Section 7 as follows:

Section 7. Accrued but unused vacation leave allowance shall be paid to an employee who upon termination, separates from City service on the first available M.A.C. (Monthly Additional Compensation) payroll.

Amend Section 9 as follows:

~~Vacation shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his/her/their department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority. Vacation leave may not be carried over from one year to another without the express written authorization of the Department Head and the Director of the Office of Human Resources. A Department Head, with the approval of the Office of Human Resources, may authorize up to ten (10) days of vacation~~

~~time be carried over into the subsequent calendar year. The first five (5) days of any such carry over must be utilized by March 31 of the following year or it shall be forfeited, and any remaining time must be utilized by May 31, of the following year or it shall be forfeited. Employees may carry over from one year to the next year up to ten (10) days of vacation time. All carry over days must be used by December 31st of the calendar year.~~

7. ARTICLE 14 - SICK LEAVE

Amend Section 1 as follows:

Section 1. Every employee covered by this Agreement ~~who has completed six (6) months of continuous service for the Municipal Employer~~ shall, subject to Section 2 of this Article, be granted sick leave, pursuant to the City's Attendance Policy, ~~without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth. Effective ninety (90) days from the time of City Council funding, probationary employees will be entitled to use this benefit.~~

Beginning on January 1, 2013, sick leave shall accrue at the rate of one (1) day for each month of actual service not to exceed twelve (12) working days in any calendar year. Employees shall not be credited with twelve (12) days' sick leave as of January 1 of any year, in advance of such year having been worked.

Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof, except for the purpose of Article 14, Section 8.

8. ARTICLE 15 - OTHER LEAVES OF ABSENCE

Amend Section 4 as follows:

Section 4. Bereavement Leave.

~~In the event of the death of a spouse, child, father, father in law, mother, mother in law, brother, sister, brother in law, sister in law, step child, step mother, step father, step brother, step sister, or member of the employee's immediate household (for a period of six (6) months or more) an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive five (5) working days' leave without loss of pay for the purpose of bereavement.~~

~~In the event of the death of a grandparent or grandchild, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be~~

entitled to receive three (3) working days' leave without loss of pay for the purpose of bereavement.

~~In the event of the death of a niece, nephew, aunt or uncle, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive one (1) working day's leave without loss of pay for the purpose of bereavement.~~

~~Bereavement shall not be granted in the event of the death of a person not specifically enumerated above.~~

~~It is understood that bereavement days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. An employee with less than six (6) months of continuous service shall be entitled to leave as set forth above, without pay, for the purpose of bereavement.~~

~~If an employee requires additional leave for bereavement purposes, leave for such purposes shall be deducted from sick leave allowance, if any.~~

~~If sick leave is used for any bereavement purposes described in this Section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.~~

The Union agrees to accept the City of Boston's Bereavement Leave Policy to be effective ninety (90) days from City Council funding. The Parties agree that if the City makes any changes to the Bereavement Leave Policy that results in a reduction of benefits from the contractual language of the 2020-2023 Agreement, the Parties will revert back to the prior contractual language, which is referred to in Addendum A.

Amend Section 8 as follows:

Section 8. Personal Leave. Beginning in 2013, on January 1 of each calendar year, full-time employees on the payroll as of that date, shall be credited with three (3) paid personal leave days, which must be taken during the same calendar year. In addition, effective ninety (90) days after City Council funding, these employees may take ~~two (2)~~ three (3) additional personal leave days to be deducted from the employee's accrued sick leave balance. These ~~two (2)~~ three (3) personal leave days shall not be considered sick leave for purposes of monitoring sick leave usage.

Any full-time employee who begins employment after January 1 but before July 1 will be credited with two (2) personal leave days which may be taken upon completion of the employee's probationary period.

The Employee shall endeavor to provide reasonable prior notice to the Appointing Authority as to the timing of personal leave. Reasonable notice, except in the case of emergency, shall be not less than forty-eight (48) hours. The use of personal leave shall not be unreasonably denied.

Part-time employees shall accrue personal leave pursuant to this section on a pro-rated basis, based on the number of hours they are scheduled to work.

9. ARTICLE 17A - TECHNOLOGY AND ASSETS

Add Article 17A as follows:

Section 1. The Union recognizes that the City is implementing new technology resources and modernizing its business processes to replace non-existing or obsolete systems and devices. As such, the City may introduce new technology to the City's workforce. The City will provide the Union with thirty (30) days' notice of any change to technology. As stated in Article 20, § 5, perceived changes in job duties related to new technology are not a basis for reclassification.

10. ARTICLE 18 - TRAINING AND CAREER LADDERS

Amend Section 4 as follows:

The City will increase the training fund by \$20,000 for the fiscal year 2025.

Amend Section 6 as follows:

Section 6. Performance Evaluation. The City and the Union recognize the importance of improved productivity and performance in order to provide for the optimum level and highest quality of services for the City of Boston. Accordingly, the parties acknowledge that they have established a fair and reasonable performance evaluation system and instrument. The parties further agree that performance evaluations shall not serve as a basis for annual step increases nor shall they constitute discipline.

The City's Human Resource Training Group shall develop a mandatory training program for all supervisors who utilize the Performance Evaluation System. Whenever a supervisor/evaluator who is a member of this bargaining unit is required to evaluate another member of this bargaining unit, the AFSCME Performance Evaluation System shall be signed by the AFSCME evaluator as well as a supervisor/manager who is not a member of this bargaining unit.

Employees shall be evaluated no less than once a year. For the initial employee evaluation, all supervisors/evaluators shall meet with any employee to be evaluated at least ninety (90) calendar days prior to the employee's evaluation in order to introduce, review, and discuss the AFSCME Performance Evaluation System.

The Parties agree that Performance Evaluation Forms will evaluate employee performance on core competencies. The City will provide the Union with thirty (30) days' notice of any change to the Performance Evaluation Forms.

Should any issues or concerns arise subsequent to the implementation of the Performance Evaluation System, either party may request a meeting for the purpose of discussing said concerns.

An employee may ~~rebut~~ comment or respond any or all portions of his/her evaluation on the Evaluation Form. A reasonable amount of time shall be allowed for employees to process their ~~rebuttal~~ comments or responses when they so desire.

~~The parties agree to establish an internal Performance Evaluation Panel (Panel) comprised of the Director of the Office of Human Resources or his/her designee, the Appointing Authority or his/her designee (excluding the evaluator), and a Union representative. If an employee feels aggrieved by an evaluation, the employee or the Union may file an appeal to the Panel within fifteen (15) calendar days of the employee's receipt of the evaluation or such appeal rights shall be deemed waived. The Panel shall conduct a hearing to determine whether the evaluation was fair, reasonable and/or appropriate. The decision of the Panel and evaluation are not subject to grievance and arbitration.~~

11. ARTICLE 20 - COMPENSATION

Add Section 1B. as follows:

Effective thirty (30) calendar days after City Council funding, the City will eliminate steps 1-4 from the Grade 5 RA1 salary plan, and eliminate step 3 from the Grade 6L RA1 salary plan.

Amend Section 2 as follows:

Section 2. Night Shift. Effective the FPP after ratification of this Agreement and continuing thereafter, whenever in the course of his/her regular service an employee works a night shift, he/she shall be paid a night shift differential of forty dollars (\$40.00) per week in addition to his/her regular pay.

Effective fiscal year 2025, the term "night shift" shall mean a regular work shift four (4) or more hours of which occur between 6:00 7:00 P.M. on one day and 8:00 A.M. on the next succeeding day, for all AFSCME employees, except that in the Parks and Recreation Department it shall mean a regular work shift four (4) or more hours of which occur between 6:00 P.M. on one day and 8:00 A.M. on the next succeeding day.

Amend Section 3 as follows:

Section 3. Mileage. Effective upon the execution of the Agreement and continuing thereafter, mileage allowance shall be ~~thirty cents (\$.30)~~ the IRS standard mileage rate for transportation or travel per mile.

Amend Section 5 as follows:

Section 5. Compensation Grade Appeal. The City and Union shall follow a prescribed process for review of Compensation Grade Appeals (CGA), ~~and create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation upgrade. The Committee may ensure that a job audit is completed as part of its review.~~

The procedure set forth in this section shall be the exclusive procedure for changing the compensation grade for any position that this Agreement covers. Specifically, an arbitrator is without authority to change the grade of a position through a grievance citing Article 12 (Temporary Service in a Higher or Lower Position and Promotions).

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the ~~Committee~~ City shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental, ~~and~~ substantial, and permanent change in the job content of such position that could have the effect of changing its compensation grade. To warrant an upgrade, the employee must demonstrate that she/he/they actually performs a majority of the higher graded job functions listed in the higher graded job description the majority of the time. The review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or to increases in the volume of work or duties. Further, the review shall not consider whether other employees in the higher graded job actually perform the duties listed in the higher graded job description. Further, the review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or increases in the volume of work or duties.

The procedure:

1. The Union shall submit a completed CGA application on behalf of a member(s) to Office of Labor Relations (OLR). Incomplete applications shall be returned to the Union.
2. OLR shall forward the application to OHR Classification and Compensation Unit and to the employee's Department not more than 5 calendar days after receipt.
3. OHR Classification and Compensation Unit staff shall review the application. Applications that meet the standard for upgrading a position shall be granted. Applications that do not meet the standard for upgrading a position shall be denied and returned to the Union. OHR Classification and Compensation Unit shall complete this review and OLR will notify the Union within 60 days from receipt.
4. Within twenty calendar days of receipt of OHR's denial of a CGA, the Union may request in writing a review before the City's Director of Human Resources or her/his/their designee.

5. Upon receipt of the Union's request, the Director of Human Resources or her/his/their designee shall offer to schedule a review within 7 days. The Union must cooperate in the scheduling of the review or else the review will not be held and the application will be denied. The review shall occur within 90 days of receipt of the Union's request for a review.
6. After the review, the Director of Human Resources may either grant or deny the CGA. The Director's review of the CGA shall be completed and a decision issued within 90 days of receipt of the request from the Union.
7. Should the Director of Human Resources deny a CGA after review, the Union may file a grievance pursuant to Article 7.
8. In any arbitration under this Section, the Arbitrator will be limited to the question of whether or not the City was arbitrary or capricious in its determination that the CGA did not meet the standard for upgrading a position.
9. An arbitrator is without authority to award any remedy for any period of time predating the date the Union's grievance is filed that the Union submitted the completed CGA application.

This section replaces any prior Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, policies, or by practice, related to this issue.

~~At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article 7 of this Agreement except that in no event shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.~~

~~In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.~~

~~The following pending Compensation Grade Appeals (CGAs) shall survive the effective date(s) of the Agreement: (see side letter with list of cases, on file with AFSCME and City)~~

Amend Section 15 as follows:

Section 15. Direct Deposit. Effective first pay period of January 2008, all members of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such

arrangement has not already been made by the employee prior to that date. Effective no sooner than the first pay period in July 2017, employees will receive electronic pay stubs in lieu of paper paystubs, but will have the option to elect to receive a paper copy.

Amend Section 16 as follows:

Section 16. Clothing and Footwear Allowance. Effective upon ratification, and each December thereafter, every employee covered by this Agreement shall receive a clothing/footwear allowance in the amount of two hundred fifty three hundred dollars (\$250.00) (\$300.00) per fiscal year.

All clothing, boot, footwear, or uniforms allowances existing prior to July 1, 2017, whether contained in the Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, or by practice, are extinguished and replaced with the allowance above.

Amend Section 17 as follows:

~~Section 17. MBTA Pass.~~ Effective the first pay period in July 2017, for all employees covered by this Agreement the City agrees to contribute up to twenty five dollars (\$25.00) per month per employee toward the Massachusetts Bay Transportation Authority (MBTA) pass selected by the employee. The City's contribution will not exceed twenty five dollars (\$25.00) per month per employee, regardless of the type of pass selected by the employee. To be eligible, employees must receive their monthly pass through the City of Boston's payroll deduction program. Any pass obtained through this program shall not be transferable. For employees who purchase discounted passes directly through the MBTA based on age or disability, the City agrees to reimburse such employees up to twenty five dollars (\$25.00) per month upon proof of such purchase satisfactory to the City. The parties agree that the City has the unilateral right to amend, alter and revise the guidelines of the MBTA Pass Deduction Program run through the City's Treasury Department.

Effective for the duration of this Agreement, all full time benefits eligible and part time benefits eligible employees covered by this Agreement are entitled to a pre-tax subsidy of 65% on monthly MBTA pass up to a pre-tax value of \$232 and a Bluebikes Membership at no cost to the employee. Additionally, full time benefits eligible employees are eligible for up to \$200 in bike maintenance and repair services redeemable exclusively at City run bike maintenance and repair events. Forms to access these benefits will be available on the Beacon portal. The parties agree that the City has the unilateral right to amend, alter and revise the monthly pre-tax MBTA pass and bike benefits administered through the City's Access Boston system.

To be eligible for the 65% pre-tax subsidy on the monthly MBTA pass described above, employees must receive their monthly pass through the City of Boston's payroll deduction program. Any pass obtained through this program shall not be transferable.

12. SUPPLEMENTARY AGREEMENT, INSPECTIONAL SERVICES DEPARTMENT
LOCALS 703 & 1631

Amend as follows:

Local 703

Article IV – On-Call Pay

- A. ~~Three~~ Five on-call lists shall be established on a voluntary basis; one list for all titles of Building Inspector, one list for all titles of Mechanical Inspector, one list for all titles of Environmental Health Inspector, one list for all titles of Code Enforcement Inspector, and one list for all titles of Health Inspector. ~~The on-call lists shall be regularly rotated.~~ Employees who volunteer to be on the on-call list will be assigned to the On-Call assignment on a rotating basis. When an employee volunteers to perform the on-call duties, they are required to remain on the list for six months. The parties further agree that, in the event there are no volunteers or insufficient volunteers to perform this duty, the Department has the right to ensure that this work is performed and shall assign bargaining unit employees to be on call in inverse order of seniority on a rotating basis.
- B. When an off duty employee is called out to work outside of ~~his/her~~ their regular hours ~~he/she~~ they shall receive:
1. On call pay at time and one-half for the hours actually worked on the call out;
 2. An on-call allowance of one hundred seventy five dollars (\$175.00) for each week ~~he/she is~~ they are on-call. Effective the first on-call period in July 2017, employees who complete an on-call assignment will be compensated two hundred dollars (\$200.00) for each week he/she is on-call. To be eligible for the on-call allowance an employee must be available to work at all times during ~~his/her~~ their scheduled on-call week.
 3. Employees shall be entitled to travel time for one half (1/2) hour to and from any call out at a straight time rate.
 4. The Department shall attempt to contact the employee at home, if unsuccessful, the Department will contact the employee via two-way communication device provided by the Department.
 5. Failure to respond to a call will result in forfeiture of the entire on-call allowance. If an employee who is on-call is unavailable or fails to respond to a call on two (2) occasions, ~~his/her~~ their name shall be removed from the on-call list for one (1) year and they shall be subject to progressive disciplinary action.

6. Any employee who is on-call shall be responsible for ensuring that ~~his/her~~ their two-way communication device provided by the Department is in working order at all times.
 7. If an employee who is on-call is unable to respond due to an emergency, the employee shall be responsible for getting a backup employee to respond.
- C. ~~Whenever the voluntary on-call lists shall be exhausted, the Department shall have the authority to assign the least senior employee in a Building, Mechanical Inspector, or Health Inspector title to perform the on-call service.~~

13. SUPPLEMENTARY AGREEMENT, PARKS AND RECREATIONAL DEPARTMENT

LOCALS 296 & 804

Add Article XIII as follows:

Article XIII - Class and Compensation Study Foremen Positions

The City agrees to conduct a class and compensation study for the Foremen positions within six (6) months from City Council funding.

14. SUPPLEMENTAL AGREEMENT, DEPARTMENT OF PUBLIC WORKS, AFSCME LOCAL 445 & 804

Add Article VIII as follows:

Article VIII - Shift Bidding Study and Recommendation

For the purposes of recruitment and retention, the Union desires to explore shift bidding in Local 445. Applicable for the calendar year 2024 only, the Union will provide the City a non-binding, non-precedent setting recommendation in writing for shift bidding in Local 445 only. The Union and the City will meet no more than ninety (90) days after the ratification of this agreement where the Union will provide its non-binding recommendation for shift bidding. If the Union fails to provide its recommendation to the City by end of calendar year 2024, the City is not obligated to review the Union's recommendation for shift bidding.

15. ARTICLE 17 - MISCELLANEOUS

Add Article 23 as follows:

Article 23. Housing Trust.

Through a Side Letter of Agreement between the City and the Union, the Parties agreed to jointly create and administer a Housing Trust Fund to assist lower paid AFSCME employees with the high cost of housing in Boston (referred to as the Housing Trust Agreement).

The City recommends that AFSCME Council 93 maintain all records and provide support services necessary to administer the Housing Trust Fund. The City recommends that the City and the Union agree to a 50/50 split of the cost of the support services on an annual basis.

Consistent with Articles IV and VIII of the Housing Trust Agreement, the Trustees shall vote on any expenditures for support services to be paid from the Housing Trust Fund. The City's share of support services shall be paid through the Housing Trust Fund.

16. ARTICLE 21 - DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement. After January 1, 2026, but prior to March 15, 2026, the Union or the City may notify the other of the terms and provisions it desires in a successor Agreement. Notification under this Section shall be accomplished by the Union delivering a copy of its proposals to the Office of Labor Relations or vice versa.

In witness hereof, the City of Boston and American Federation of State, County & Municipal Employees, AFL-CIO, Council 93, have caused the Agreement to be signed, executed and delivered on the 17 day of January, 2024.

For the City of Boston:



For American Federation of State, County & Municipal Employees, AFL-CIO, Council 93:



Eli S. J

Robert Donald
